

APPENDIX D

Letter of Agreement 06-001

Teamsters Local No. 284 (hereinafter, "the Union") and the City of Upper Arlington (hereinafter, "the Employer") hereby enter into this Letter of Agreement (hereinafter, "Letter") effective April 10, 2006.

WHEREAS, the collective bargaining agreement (hereinafter, "the Agreement") in effect between the Union and the Employer provides the Employer with the right to subcontract;

WHEREAS, the Employer has informed the Union that it intends to study the manner in which certain public services, including solid waste removal, are delivered to the public;

WHEREAS, the Employer and the Union share a commitment to delivering public services efficiently and in a cost-effective manner;

WHEREAS, the Employer and the Union recognize that information sharing and study may lead to more efficient and cost-effective delivery of public services, including solid waste removal;

THEREFORE, BE IT RESOLVED:

1. Notwithstanding the Employer's rights set forth in Article 17.2 of the Agreement, the Employer agrees that it will not enter into any subcontracting agreements that would result in layoffs of bargaining unit employees that would take effect prior to January 1, 2008. (January 1, 2008 refers to the date of layoff, not to the date of subcontracting.)
2. The Employer will, as elaborated below, provide the Union with an opportunity to provide input, offer suggestions, and present the views of the bargaining unit members. That does not mean the Employer is required to agree with such suggestions.

In furtherance of paragraph 2 above, management representatives of the Solid Waste Division, bargaining unit employees appointed by the Union, and authorized representatives of the Union will meet through the Labor/Management Committee for the purpose of discussing and developing ways bargaining unit employees can deliver solid waste removal services in a more efficient and cost-effective manner.

4. If the City Council appoints a task force or committee to study the method or manner by which solid waste removal services are delivered to the public, the Union will be given an opportunity to provide information to that task force or committee and to appear before that task force or committee to present their information and suggestions at a time and location to be determined by the task force or committee. Such opportunity to make a presentation is not meant to be a bargaining session between the Union and the task force or committee, since this Letter of Agreement is the result of the Employer and Union already fulfilling their bargaining obligations with regard to the matter of subcontracting.

5. The Employer will, upon request, make available to authorized Union representatives studies or reports developed by the Employer or its agents or consultants that are presented to the task force or committee and that are a matter of public record, in order to assist the Union and the bargaining unit employees in making informed suggestions for increasing the efficiency and cost-effectiveness of public services delivered by bargaining unit employees.
6. Nothing in this letter shall alter the Employer's rights with respect to changing equipment or technologies, provided such change does not result in the layoff of bargaining unit employees prior to January 1, 2008.
7. Nothing contained in this Letter shall modify the Employer's rights under Article 17.3 of the Agreement.
8. Nothing contained in this Letter shall alter the Employer's rights under Article 17.2 of the Agreement, except as specifically modified by this Letter during the period prior to January 1, 2008.
9. Nothing contained in this Letter shall prevent the Employer from evaluating, planning, or taking preliminary actions related to subcontracting so long as such actions do not result in a layoff of bargaining unit employees prior to January 1, 2008.
10. This Letter shall be effective as of the effective date of the Agreement and shall expire on December 31, 2008.
11. The terms of this Letter shall not be modified or terminated during its term except by mutual consent

FOR THE UNION:

Don Mann

May ____, 2006

FOR THE CITY OF UPPER ARLINGTON:

Virginia Barney
Virginia Barney, City Manager
City of Upper Arlington, Ohio
July 24
May ____, 2006

APPROVED AS TO FORM:

Jeanne A. Amid Hummer
Jeanne A. Amid Hummer, City Attorney
City of Upper Arlington, Ohio



CITY OF | **UPPER
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*Sent via fax:
614-228-0901*

December 21, 2007

Mr. Don Mann
Teamster Local Union No. 284
555 East Rich Street
Columbus, OH 43215

Re: Upper Arlington Solid Waste Collection Services

Dear Don:

This letter is intended to provide Teamster Local Union No. 284 (the Union) and the bargaining unit employees of the Solid Waste Division with information regarding the City's recent actions and future plans concerning solid

As you are aware, on December 14, 2007 City Council adopted Ordinance No. 126-2007 authorizing the City Manager to enter into contract with Inland Service Corporation (Inland) for solid waste collection services. The ordinance further authorizes the City Manager to take all actions reasonably necessary to ensure a smooth transition between the City and Inland. A copy of the ordinance is attached.

City staff will be meeting with Inland in the near future to finalize contract language and discuss the transition plans. In accordance with Appendix D of the Collective Bargaining Agreement between the Union and the City (CBA), the contract with Inland will not result in layoffs of bargaining unit employees prior to January 1, 2008. However, if the City and Inland reach prompt agreement on the contract language, then staff anticipates that layoffs of bargaining unit employees in the Solid Waste Division may occur as early as April 1, 2008.

The City is willing to meet and confer with the Union to again discuss possible alternatives and the impact of the anticipated layoff on bargaining unit employees. Please contact Joe Valentino to arrange a convenient time to meet.

I personally want to thank the employees for their continued good service to our residents. I realize that the past several months have been an uncertain time for them. Please be assured that I am committed to making the transition between the City and Inland as smooth as possible for the employees and for our residents.

Sincerely,

A handwritten signature in black ink that reads "Virginia Barney". The signature is written in a cursive, flowing style.

Virginia Barney
City Manager

Cc: Joe Valentino, Assistant City Manager
Jeanine Hummer, City Attorney
Cathe Armstrong, Finance Director
Mark Lucas, Clemons Nelson